

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

FILE: B-220717

DATE: October 23, 1985

MATTER OF: Neighborhood Ranger, Inc.

DIGEST:

Synopsis of a procurement in the Commerce Business Daily constitutes constructive notice of the procurement action, and the fact that the publication is not regularly delivered in a remote area is not relevant.

Neighborhood Ranger, Inc. (NRI), protests the award of a contract under invitation for bids (IFB) No. 243-IFB-85-0138, issued by the Department of Health and Human Services (HHS) for security guard services at the Public Health Service Alaska Native Hospital, Bethel, Alaska. NRI complains that even though it kept in contact with the hospital, regularly reviewed local papers, and registered for receipt of solicitations with the local region of the General Services Administration, NRI did not receive notice of the IFB until after bid opening and shortly before award of the contract. NRI contends that HHS failed to advertise the procurement in an adequate manner and requests that the contract therefore be terminated and resolicited. The firm also requests that a conference be held to determine all relevant facts, and that NRI be awarded protest costs and attorney's fees.

We dismiss the protest without securing a report from the contracting agency, in accordance with our Bid Protest Regulations, 4 C.F.R. § 21.3(f) (1985), and we deny the requests for a conference and for costs and attorney's fees.

The protest reveals that HHS had published notice of the procurement in the Commerce Business Daily (CBD), but that NRI was unaware of such notice until it was too late to compete for the award. We have repeatedly held that publication in the CBD constitutes constructive notice to all interested parties of the procurement action involved. See, e.g., Instrumentation Laboratory, Inc., 63 Comp. Gen. 178 (1984), 84-1 C.P.D. ¶ 86; Cullinet Software, Inc., B-216442, Jan. 23, 1985, 85-1 C.P.D. ¶ 89.

NRI argues that publication in the CBD should not constitute constructive notice in a remote area of Alaska

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where, the firm alleges, the CBD is not delivered reliably. However, unreliable delivery of the CBD is not the result of any failure by the procuring agency to comply with the laws and regulations and, therefore, does not affect the legality of the procurement.

NRI also contends that because it applied to the General Services Administration region that includes Alaska for inclusion on that region's bidders list, it should receive the solicitations of every government agency without the necessity of applying with each agency, which NRI considers unrealistic. Notwithstanding this contention, however, it is evident from the protest that NRI was aware that the Native Hospital in Bethel, Alaska, would be issuing a solicitation for the security services; clearly, it would have been prudent for NRI to have filed a request with HHS for inclusion on the HHS bidders list for security services in the desired geographical area.

Since the protest does not allege a violation of law or regulation, there is no basis to question the contract award. We therefore dismiss the protest. We also deny the request for a conference, which would serve no useful purpose here, Instrumentation Laboratory, Inc., supra, and, because the complaint has no legal merit, we deny the request for costs of pursuing the protest. 4 C.F.R. § 21.6(d); L.W. Milby, Inc., B-219388, Aug. 27, 1985, 85-2 C.P.D. ¶ 233.



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